

JUDGE COTE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

08 CV 6910

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JUMANIA INC. t/a
TAC INTERNATIONAL CO.

COMPLAINT

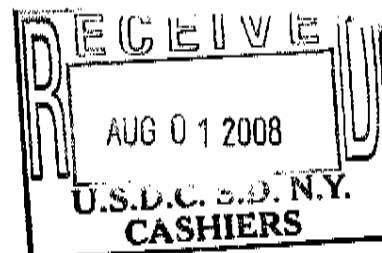
Plaintiff,

Civil Action No.

-against-

MORSLY, INC.,

Defendant.
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Plaintiff by its attorney, DAVID COHEN, complaining of the dependents respectfully alleges:

JURISDICTION AND VENUE

1. This Court has jurisdiction under the provisions of 28 U.S.C. Section 1332 in that the plaintiff **JUMANIA INC. t/a TAC INTERNATIONAL CO.**, is a Corporation organized under and domiciled in the State of California with its offices located at 16502 Amber Tree Lane, Hacienda Heights, California 91745;

2. Upon information and belief, defendant **MORSLY, INC.**, (hereinafter "**MORSLY**") is a Corporation organized under the laws of the State of New York with a place of business in the city and state of New York.

3. The amount in controversy exceeds the sum or value of seventy-five thousand dollars, exclusive of interest and costs.

4. Venue is proper in the Southern District of New York in that the defendant is located in the District.

FIRST CAUSE OF ACTION

5. At all times hereinafter mentioned, plaintiff was and still is a seller of wearing

apparel manufactured in the Far East and sold to distributors and retailers throughout the United States.

6. On or about and between December 1, 2007 and January 30, 2008 Plaintiff sold and delivered 19,134 pieces of apparel in 3,099 cartons and 49,183 pieces of apparel in 8,200 cartons to defendant **MORSLY** for the agreed and total amount of \$ 238,155.90

7. Plaintiff invoiced Defendant **MORSLY** Plaintiff's invoices dated January 17, 2008 in the amount of \$69,343.50 and January 31, 2008 in the amount of \$168,812.40. and Defendant paid the sum of \$100,000 towards the payment of the invoices and owes plaintiff the sum of \$138,155.90 on the invoices for the aforesaid goods.

SECOND CAUSE OF ACTION

8. Plaintiff repeats and reiterates each and every allegation set forth in paragraphs 1 through 7 as though fully set forth herein.

9. On or about and between December 15, 2007 and April 30, 2008 Plaintiff sold and delivered 21,576 pieces of apparel in 3,596 cartons and 38,418 pieces of apparel in 6,403 cartons to defendant **MORSLY** for the agreed and total amount of \$ 227,356.80.

10. Due to delays in approving the samples and also due to a fire at the manufacturing location warehouse, the delivery of this shipment was delayed.

11. . Although, Defendant was aware of the delay due to the fire, the Defendant did not cancel the order, and subsequently accepted delivery of the merchandise.


12. The Defendant agreed to pay for the merchandise when delivery was made.

13. All of the aforesaid merchandise has been delivered to Defendant's warehouse and invoiced to Defendant on Plaintiff's invoices dated April 11, 2008 in the amount of \$76,306.20 and April 22, 2008 in the amount of \$151,050.60.

14. By reason of the foregoing **MORSLY** is liable to the Plaintiff for the payment of the outstanding amount of \$ 227,356.80 for the April invoicing..

WHEREFORE, plaintiff demands judgment against defendant **MORSLY, INC.** for the balance due of \$138,155.90 on the first cause of action, plus the balance of \$227,356.80 on the second cause of action, for the total sum of \$ 365,512.70 with interest from the date of the invoices, plus the costs and disbursements of this action and such other relief as this Court may deem appropriate.

Dated: New York, New York
August 1, 2008



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TAC INTERNATIONAL CO.
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